

EXHIBIT A

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Service Of Process Transmittal Notice

BRYAN SULLIVAN SPECIALIZED LOAN SERVICING LLC 8742 LUCENT BLVD STE 300 HIGHLANDS RANCH COLORADO 80129	Date Processed: 12/05/2017
	Completed By: FRAN KAUFMAN
	Delivery Method to Client: FEDEX 2 DAY LETTER
	Tracking Number: 736247217770

Enclosed please find legal documents received on behalf of the client named below. These documents are being forwarded in accordance with your instructions.

Date / Time Received 12/05/2017 11:00 AM in NEW JERSEY	Transmittal # NJ-144528	Delivered to Agent by PROCESS SERVER
With Regard to Client SPECIALIZED LOAN SERVICING LLC		
Title of Case or Action BRIAN MUHLBAIER AND ELIZABETH MUHLBAIER VS. SPECIALIZED LOAN SERVICING LLC		
Case Number BUR-L-2452-17	Type of Document Served CITATION/SUMMONS	
Court Name SUPERIOR COURT OF NEW JERSEY BURLINGTON COUNTY LAW DIVISION		
Note		



1-144528I

SUMMONSAttorney(s) KIT APPELEGATE (NJID 016782001)Office Address 67 MAIN STREETTown, State, Zip Code VINCENTOWN, NJ 08088Telephone Number (609) 228-5750

Attorney(s) for Plaintiff _____

BRIAN MUHLBAIER andELIZABETH MUHLBAIER

Plaintiff(s)

Vs.

SPECIALIZED LOAN SERVICING LLC

Defendant(s)

**Superior Court of
New Jersey**BURLINGTON COUNTYLAW DIVISIONDocket No: BUR-L-2452-17**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

Michelle M. Smith
Clerk of the Superior Court

DATED: 11/19/2017Name of Defendant to Be Served: SPECIALIZED LOAN SERVICING LLC

Address of Defendant to Be Served: 60 Capital Corporate Services, Inc (Reg Agent)
14 SCENIC DRIVE
DAYTON, NJ 08810

BURLINGTON COUNTY
SUPERIOR COURT
49 RANCOCAS ROAD
MT HOLLY NJ 08060

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 518-2815
COURT HOURS 8:30 AM - 4:30 PM

DATE: NOVEMBER 09, 2017
RE: MUHLBAIER BRIAN VS SPECIALIZED LOAN SER VICING L
DOCKET: BUR L -002452 17

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JANET Z. SMITH

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003
AT: (609) 288-9500.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: KIT APPELEGATE
KIT APPELEGATE
67 MAIN STREET
VINCENTOWN NJ 08088

ECOURTS

KIT APPLGATE (NJ ID 016782001)
Attorney at Law
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Co-Attorneys for Plaintiffs
Brian Muhlbaier and Elizabeth Muhlbaier

BRIAN MUHLBAIER and
ELIZABETH MUHLBAIER

Plaintiffs,

v.

SPECIALIZED LOAN SERVICING LLC

Defendant.

SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY
LAW DIVISION
CIVIL ACTION

COMPLAINT

Plaintiffs Brian Muhlbaier and Elizabeth Muhlbaier, by and through undersigned counsel,
file this Complaint against Defendant Specialized Loan Servicing LLC and in support thereof
allege as follows:

PARTIES

1. Plaintiffs Brian Muhlbaier and Elizabeth Muhlbaier are individuals with an
address of 1174 Karin St. Vineland, NJ 08360.
2. Defendant Specialized Loan Servicing LLC is a limited liability company with an
address of 8742 Lucent Blvd., Suite 300, Highlands Ranch, Colorado.

FACTUAL ALLEGATIONS

3. On April 29, 2005, Plaintiffs Brian and Elizabeth Muhlbaier purchased 31 Preamble Dr., Mt. Laurel, New Jersey (the "Property"), for a purchase price of \$892,000.
4. On the same date, plaintiffs granted Country Home Loans, Inc. a mortgage on the Property to secure a promissory note of the same date for \$713,600.
5. The Property was insured under a homeowner's policy issued by New Jersey Manufacturers Insurance, with the plaintiffs and the mortgagee of the Property listed as the loss payees.
6. On December 14, 2011, Countrywide Home Loans, Inc. assigned the mortgage it held on the Property to Structured Asset Mortgage Investments II Inc., Bear Sterns ARM Trust, Pass-Through Certificates, Series 2005-7, U.S. Bank National Association, as Trustee.
7. Defendant Specialized Loan Servicing LLC ("SLS") became the loan servicer for the mortgagee.
8. Starting in 2008, between the onset of the recession and a medical disability, plaintiffs experienced a sharp decrease in their combined incomes and were unable to stay current on their mortgage payments for the Property.
9. On January 13, 2014, it was discovered that an interior water pipe at the Property had burst and caused significant water damage to the Property.
10. Plaintiffs submitted a claim under their homeowner's insurance policy with New Jersey Manufacturers Insurance for the damage to the Property.
11. While the insurance claim was being investigated and adjusted by New Jersey Manufacturers Insurance, plaintiffs applied for a foreclosure prevention option with SLS under

the Making Home Affordable Program and specifically requested that SLS accept a deed in lieu of foreclosure.

12. While SLS considered plaintiffs' request to accept a deed in lieu of foreclosure, on May 5, 2015, New Jersey Insurance Manufacturers issued a check ("NJM Check") in resolution of plaintiffs' insurance claim for \$253,560.61. The NJM Check was made payable to "Elizabeth A Muhlbaier & Brian J Muhlbaier & Specialized Loan Servicing LLC."

13. On March 4, 2016, SLS notified plaintiffs that it would accept a deed in lieu of foreclosure.

14. Plaintiffs signed a Deed In Lieu of Foreclosure dated April 29, 2016, and transferred title to the Property to Structured Asset Mortgage Investments II Inc., Bear Sterns ARM Trust, Pass-Through Certificates, Series 2005-7, U.S. Bank National Association, as Trustee.

15. Under the Making Home Affordable Program, by accepting the Deed in Lieu of Foreclosure from plaintiffs, Structured Asset Mortgage Investments II Inc., Bear Sterns ARM Trust, Pass-Through Certificates, Series 2005-7, U.S. Bank National Association, as Trustee, forfeited its ability to pursue a deficiency judgment against the plaintiffs. To that end, the Deed in Lieu of Foreclosure that plaintiffs signed stated that the consideration for the deed was the agreement of Structured Asset Mortgage Investments II Inc., Bear Sterns ARM Trust, Pass-Through Certificates, Series 2005-7, U.S. Bank National Association, as Trustee, "to forbear taking any action against [plaintiffs] to collect on the obligations secured by the mortgage . . . and to not seek, obtain or permit a deficiency judgment against [plaintiffs]."

16. Following the acceptance of the Deed In Lieu of Foreclosure, SLS issued a Form 1099-A to plaintiffs that identified the outstanding balance on the mortgage as being \$708,302.87, and the fair market value of the Property as being \$635,000.00.

17. Notwithstanding the agreement of Structured Asset Mortgage Investments II Inc., Bear Sterns ARM Trust, Pass-Through Certificates, Series 2005-7, U.S. Bank National Association, as Trustee to accept the Deed In Lieu of Foreclosure and not pursue a deficiency action against plaintiffs, SLS, as its loan servicer, refuses to endorse the NJM Check over to plaintiffs and contends it has an interest in the proceeds of the NJM check.

COUNT ONE
DECLARATORY JUDGMENT

18. Plaintiffs incorporate by the reference the allegations of the preceding paragraphs.

19. The purpose of a homeowner's policy in protecting the mortgagee's interest is to secure payment of the balance of the debt evidenced by the mortgage note in the event the property should be damaged or destroyed. Thus, when a mortgagee has acquired property after a loss, its recovery under the homeowner's policy is limited to the amount of the deficiency after acquisition. If the property was acquired in full satisfaction of the debt, then the mortgagee is not entitled to any of the insurance proceeds.

20. Here, Structured Asset Mortgage Investments II Inc., Bear Sterns ARM Trust, Pass-Through Certificates, Series 2005-7, U.S. Bank National Association, as Trustee, acquired the Property from plaintiffs by Deed In Lieu of Foreclosure in full satisfaction of the debt then due and owing by plaintiffs. Indeed, the recited consideration for the Deed In Lieu of Foreclosure was the mortgagee's agreement "to forbear taking any action against [plaintiffs] to collect on the obligations secured by the mortgage . . . and to not seek, obtain or permit a deficiency judgment against [plaintiffs]."

21. Notwithstanding its acceptance of the Deed in Lieu of Foreclosure and title to the Property as full satisfaction of plaintiffs' debt, SLS still contends it has an interest in the proceeds of the NJM Check and refuses to endorse the check over to plaintiffs.

22. The New Jersey Declaratory Judgment Act, N.J.S.A. 2A:16-51 *et seq.*, authorizes the courts to declare rights, status and other legal relations so as to afford litigants relief from uncertainty and insecurity. To maintain such an action, there must be a "justiciable controversy" between adverse parties, and the plaintiff must have an interest in the suit.

23. Here, there is a justiciable controversy between plaintiffs and SLS. Plaintiffs contends that SLS has no interest in the NJM Check, and SLS contends that it does.

24. Accordingly, plaintiffs request and seek a declaratory judgment declaring plaintiffs' and SLS's respective rights to the proceeds of the NJM Check.

WHEREFORE, Plaintiff Brian Muhlbaier and Elizabeth Muhlbaier seek a declaratory judgment from this Court declaring that Defendant Specialized Loan Servicing LLC has no right or interest in the proceeds of the NJM Check and directing that it endorse the NJM Check over to the plaintiffs, plus any such other relief as the Court deems equitable and just.

DESIGNATION OF TRIAL COUNSEL

Philip B. Scaton, Esquire is hereby designated as trial counsel for Plaintiffs Brian Muhlbaier and Elizabeth Muhlbaier.

RULE 4:5-1(b)(2) CERTIFICATION

The matter is controversy is not presently the subject of any other action contemplated or pending in any court or of a contemplated or pending arbitration proceeding. Plaintiff is not aware of any non-party who should be joined in the action pursuant to Rule 4:28 or who is

subject to joinder pursuant to Rule 4:29-1(b) because of potential liability to any party on the basis of the same transactional facts.

Dated: November 9, 2017

/s/ Kit Applegate

KIT APPLGATE (NJ ID 016782001)

Attorney at Law

67 Main St.

Vincentown, NJ 08088

(609) 228-5750

PHILIP B. SEATON (249511968)

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Co-Attorneys for Plaintiffs

Brian Muhlbaier and Elizabeth Muhlbaier

Civil Case Information Statement

Case Details: BURLINGTON | Civil Part Docket# L-002452-17

Case Caption: MUHLBAIER BRIAN VS SPECIALIZED
LOAN SER VICING L

Case Initiation Date: 11/09/2017

Attorney Name: KIT APPELEGATE

Firm Name: KIT APPELEGATE

Address: 67 MAIN ST.
VINCENTOWN NJ 08088

Phone:

Name of Party: PLAINTIFF : Muhlbaier, Brian

Name of Defendant's Primary Insurance Company
(if known): None

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: Complaint

Jury Demand: NONE

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same
transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the
court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b)

11/09/2017
Dated

/s/ KIT APPELEGATE
Signed